

OTHER IMPORTANT AGREEMENTS

1. FINANCIAL AGREEMENTS
 - a. You will pay the Finance Charge in monthly payments, as set forth in the contract, for the unpaid part of the Amount Financed.
 - b. You will apply payments. We may apply each payment to the earliest unpaid portion of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose as the law allows.
 - c. How late payments or early payments change what you owe. We will apply the Finance Charge, Total of Payments, and Total Sale Price shown on the front of the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. You may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment.
 - d. You may prepay. You may pay all or part of the unpaid part of the Amount Financed at any time without penalty. If you do so, you may pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.

2. YOUR OTHER PROMISES TO US

- a. If the vehicle is damaged, destroyed, or missing, you agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed or missing.
- b. Take the vehicle. You agree not to remove the vehicle from the U.S. without our written, oral, or electronic consent, or transfer any interest in the vehicle or the vehicle, without our written permission. You agree not to encumber the vehicle, including seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.
- c. Security interest. You give us a security interest in:
 - The vehicle and all parts or goods put on it;
 - All money or goods received (proceeds) for the vehicle;
 - All insurance, maintenance, service, or other contracts we finance for you and;
 - All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any return of premium or other amounts from the contracts. This secures payment of all you owe under this contract. It also secures your other agreements in this contract. It will make sure the title shows our security interest (lien) in the vehicle. You will not allow any other security interest to be placed on the title without our written permission.
- d. Insurance. You must have on the vehicle.

You agree to have insurance that covers the vehicle covering loss or damage to the vehicle for the amount of the contract. The insurance must cover our interest in the vehicle. You agree to name us on your insurance policy as an additional insured and as loss payee. If you do not have this insurance, we may have you choose to buy physical damage insurance. If we decide to buy physical damage insurance, we may either buy insurance that covers your interest and our interest in the vehicle or buy insurance that covers only our interest to the extent permitted by applicable law. If we buy other types of insurance, we will tell you which type and the charge you must pay. The charge will be the premium for the insurance and a finance charge computed at the Annual Percentage Rate shown on the front of this contract or, at our option, the highest rate the law permits.

If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or reduce the vehicle.
- e. What happens to returned insurance, maintenance, service, or other contract charges. If we get a refund on insurance, maintenance, service, or other contract charges, you agree that we may subtract the refund from what you owe.

3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

- a. You will pay a late charge. You will pay a late charge on each monthly payment you make after acceptance of a late payment or late charge does not excuse your late payment or means that you may keep making late payments.
- b. If you pay late, we may also take the steps described below.
- c. You may have to pay all you owe at once. If you break your promise (fail to pay) we may demand that you pay all you owe on the contract at once, without notice:
 - You do not pay any amount on time;
 - You give false, incomplete, or misleading information during credit application;
 - You start a proceeding in bankruptcy or one is started against you or your property; or
 - You violate any other provisions in the contract.

The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, late charges, and any amounts due because you defaulted.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER

The preceding NOTICE applies only to goods or services obtained primarily for personal, family or household use. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

ARBITRATION PROVISION

PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS

1. EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL.
2. IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.

3. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.

Any claim or dispute, whether in contract, tort, statute or otherwise, including the interpretation and scope of this Arbitration Provision, relating to or arising from the application, purchase or condition of this vehicle, the contract or any arbitration, including any such arbitration, between the parties who do not sign this contract shall, if you or our election, be resolved by arbitration in accordance with the rules of the American Arbitration Association ("AAA"). Arbitration shall not be by a court action if federal law provides that a claim or dispute is not subject to binding arbitration. This Arbitration Provision shall not apply to: (i) claim or dispute arising out of or related to a class action; (ii) claim or dispute that is to be arbitrated by a single arbitrator on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action. You may choose the American Arbitration Association or any other organization to conduct the arbitration pursuant to its approval. You may get a copy of the rules of an arbitration

organization by contacting the organization or visiting its website. Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing law and the applicable statute of limitations. The arbitration hearing shall be conducted in the city or county in which you reside unless the Seller consents to a party to the claim or dispute, in which case the hearing will be held in the location chosen to be the place of arbitration. We will pay your arbitration, administration, service or case management fee and your arbitrator's hearing fee up to a maximum of \$5000, unless the law or the rules of the arbitration organization require us to pay more. The amount we pay may be reimbursed in whole or in part by decision of the arbitrator if the arbitrator finds that any of your claims is frivolous under applicable law. Each party shall be responsible for its own attorney, expert and other fees and expenses incurred by the party before the arbitrator under applicable law. If the arbitration organization's rules conflict with this Arbitration Provision, then the provisions of this Arbitration Provision shall control. Any arbitration under this Arbitration Provision shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.) and not by any state law concerning arbitration. Any award by the arbitrator shall be in writing and will be final and binding on all parties subject to any limited right to appeal under the relevant Arbitration Act.

You and we retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither you nor we have the right to arbitrate by using self-help remedies, such as repossession, or by filing an action to recover the vehicle, to recover a deficiency, or for individual injunctive relief. Any court of competent jurisdiction may enter judgment on the arbitrator's award. This Arbitration Provision is subject to any termination, payoff or transfer of the contract. If any part of this Arbitration Provision, other than waivers of class action rights, is determined to be unenforceable for any reason, the remainder shall remain enforceable. If a waiver of class action rights is determined or found to be unenforceable for any reason in a case in which class action allegations have been made, the remainder of this Arbitration Provision shall be unenforceable.

If you have to pay collection costs, if we hire an attorney to collect, or if we hire an attorney to defend you in a proceeding, we will pay those costs. If the vehicle is primarily for personal, family, or household use and the cash price of the vehicle is less than \$5000, the attorney's fee or the attorney's attorney's fee will be \$100 plus 10% of the excess over \$5000 of the amount due when we hire the attorney.

d. We may take the vehicle from you. If you default, we may take the vehicle from you and keep it until you pay the amount due and the law allows. If your vehicle has an electronic tracking device such as GPS, you agree that we may use the device to track the vehicle if we take the vehicle. Any accessories, equipment, and replacement parts will stay with the vehicle. Any personal items in the vehicle, we may store them for you. If you do not take these items back, we may dispose of them as the law allows.

e. How you can get the vehicle back. If we take it, if we repossess the vehicle, you may pay to get it back (redemem). We will tell you how much to pay to redeem. Your right to redeem ends when we sell the vehicle.

f. We will sell the vehicle if you do not get it back. If you do not redeem, we will sell the vehicle. We will send you written notice 45 days before we sell the vehicle. We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we may as a direct result of taking the vehicle, holding it, preparing it for sale and selling it. Attorney fees and court costs the law permits are not allowed expenses. If any money is left (surplus), we will pay it to you. If you do not redeem, we will tell you how much you owe. You must pay the rest to us if you do not pay the amount due when we ask. We may charge you interest at a rate not exceeding the highest lawful rate until you pay.

g. What we may do about optional insurance, maintenance, service, or other contracts. This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we demand that you pay all or some portion of these expenses to the vehicle, we may claim benefits under these contracts to cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle as the law allows. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

4. WARRANTIES SELLER DISCLAIMS

Unless the Seller makes a written warranty, or enters into a written contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose. This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide.

5. Used Car Buyer Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

Spanish Translation: Guía para compradores de vehículos usados. La información que se ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja en todo momento de aplicar en contrato contenido en el contrato de venta.

6. Servicing and Collection Contacts.

You agree that we may try to contact you in writing, by e-mail, or using telephone/voicemail, text messages, and automatic telephone dialing systems, as the law allows. You also agree that we may contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or this contact results in a charge to you.

7. Applicable Law

Federal law and the law of the state of New Jersey apply to this contact.